



APPLICATION FOR VARIANCE

State Form 44400 (R7 / 10-13)
Approved by State Board of Accounts, 2013

INDIANA DEPARTMENT OF HOMELAND SECURITY
CODE SERVICES SECTION
302 West Washington Street, Room W246
Indianapolis, IN 46204-2739
http://www.in.gov/dhs/fire/fp_bs_comm_code/



INSTRUCTIONS: Please refer to the attached four (4) page instructions.
Attach additional pages as needed to complete this application.

Variance number (Assigned by department)

14-12-01

1. APPLICANT INFORMATION (Person who would be in violation if variance is not granted; usually this is the owner)

| | |
|--|------------------|
| Name of applicant | Title |
| Thomas Nastoff | Owner |
| Name of organization | Telephone number |
| 61 st Harrison Plaza LLC | (219) 988-2082 |
| Address (number and street, city, state, and ZIP code) | |
| 2511 E Lakeshore Dr. Crown Point, IN 46307 | |

2. PERSON SUBMITTING APPLICATION ON BEHALF OF THE APPLICANT (If not submitted by the applicant)

| | |
|--|------------------|
| Name of applicant | Title |
| N/A | |
| Name of organization | Telephone number |
| | () |
| Address (number and street, city, state, and ZIP code) | |
| | |

3. DESIGN PROFESSIONAL OF RECORD (If applicable)

| | |
|--|------------------|
| Name of design professional | License number |
| N/A | |
| Name of organization | Telephone number |
| | () |
| Address (number and street, city, state, and ZIP code) | |
| | |

4. PROJECT IDENTIFICATION

| | | |
|--|----------------------|--------|
| Name of project | State project number | County |
| Tenant Expansion for Los Amigos Restaurant | 370625 | Lake |
| Address of site (number and street, city, state, and ZIP code) | | |
| 860 W. 61 st Ave. Merrillville, IN 46410 | | |
| Type of project | | |
| <input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input checked="" type="checkbox"/> Change of occupancy <input type="checkbox"/> Existing | | |

5. REQUIRED ADDITIONAL INFORMATION

The following required information has been included with this application (check as applicable):

☒ A check made payable to the Indiana Department of Homeland Security for the appropriate amount. (see instructions)

☒ One (1) set of plans or drawings and supporting data that describe the area affected by the requested variance and any proposed alternatives.

☒ Written documentation showing that the local fire official has received a copy of the variance application.

☒ Written documentation showing that the local building official has received a copy of the variance application.

6. VIOLATION INFORMATION

Has the Plan Review Section of the Division of Fire and Building Safety issued a Correction Order?

☐ Yes (If yes, attach a copy of the Correction Order.) ☒ No

Has a violation been issued?

☐ Yes (If yes, attach a copy of the Violation and answer the following.) ☒ No

Violation issued by:

☐ Local Building Department ☐ State Fire and Building Code Enforcement Section ☐ Local Fire Department

7. DESCRIPTION OF REQUESTED VARIANCE

Name of code or standard and edition involved

2008 Indiana Fire Code

Specific code section

903.2.1.2 (2)

Nature of non-compliance (Include a description of spaces, equipment, etc. involved as necessary.)

The structure is a single story, commercial stripmall consisting of various B occupancies. This particular unit would be a change of occupancy from a B, to an A-2 which will have an occupant load of approximately 103 which exceeds the 100 person requirement for a sprinkler system. The building is not currently sprinkled.

8. DEMONSTRATION THAT PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED

Select one of the following statements:

- ☐ Non-compliance with the rule will not be adverse to the public health, safety or welfare; or
- ☒ Applicant will undertake alternative actions in lieu of compliance with the rule to ensure that granting of the variance will not be adverse to public health, safety, or welfare. Explain why alternative actions would be adequate (*be specific*).

Facts demonstrating that the above selected statement is true:

The following actions have already been taken to ensure the safety of the public. Smoke detectors have been installed throughout, panic hardware has been installed on exit doors, proper occupancy separation provided and exit/emergency lighting has been upgraded. The occupant load is less than five persons over what is required by code to be sprinkled and the venue is used infrequently. The venue is typically rented out for birthday and will have a one hundred person occupant load posted and enforced.

9. DEMONSTRATION OF UNDUE HARDSHIP OR HISTORICALLY SIGNIFICANT STRUCTURE

Select at least one of the following statements:

- ☐ Imposition of the rule would result in an undue hardship (*unusual difficulty*) because of physical limitations of the construction site or its utility services.
- ☐ Imposition of the rule would result in an undue hardship (*unusual difficulty*) because of major operational problems in the use of the building or structure.
- ☒ Imposition of the rule would result in an undue hardship (*unusual difficulty*) because of excessive costs of additional or altered construction elements.
- ☐ Imposition of the rule would prevent the preservation of an architecturally or a historically significant part of the building or structure.

Facts demonstrating that the above selected statement is true:

Attached are two quotes for sprinkler installation. Both quotes exceed \$23,000 dollars as no sprinkler water supply currently exists and will need to be created. These estimates also do not include the installation of a fire alarm panel for the required monitoring of the sprinkler system.

10. STATEMENT OF ACCURACY

I hereby certify under penalty of perjury that the information contained in this application is accurate.

Signature of applicant or person submitting application

Please print name

Thomas Nastoff

Date of signature (month, day, year)

Signature of design professional (if applicable)

Please print name

Date of signature (month, day, year)

11. STATEMENT OF AWARENESS (If the application is submitted on the applicant's behalf, the applicant must sign the following statement.)

I hereby certify under penalty of perjury that I am aware of this request for variance and that this application is being submitted on my behalf.

Signature of applicant

Please print name

Date of signature (month, day, year)



March 27, 2014

INDIANA DEPARTMENT OF HOMELAND SECURITY
Plan Review Division
402 West Washington Street
Room E-245
Indianapolis, IN 46204

RE: TENANT SPACE EXPANSION
Los Amigos Restaurant
860 West 61st Avenue
Merrillville, IN 46410

Dear Plan Review Division,
Attached is our E-File ACDR package for Standard review of the above referenced project. The project is a Tenant Space Expansion of an existing restaurant. The restaurant is expanding into an adjacent unoccupied space. The existing restaurant space is classified as a 'B' occupancy - dining with less than 50 occupants. The adjacent expansion space *is* part of the existing restaurant lease area but was unused except for inactive storage. It is now proposed to use this unused space as dining area. The new space has existing accessible toilet rooms, existing electrical/lighting, and existing HVAC system that will be unchanged. The local Building Official has asked the owner to submit for architectural Construction Design Release for the change of occupancy classification from 'B' to 'A-2' for both the existing restaurant space and the proposed expansion space. There are no Energy Compliance Certificates required for this remodel. Please process the application and let us know if there is any additional information and/or clarification you may require.

Thank you.

Sincerely,
R. KEILMAN ASSOCIATES, INC.


James E. Keilman, RA
President



Date: 3-27-14

Project: Tenant Space Expansion - Los Amigos Restaurant

Location: 860 west 61st Avenue
Merrillville, IN

INDEX OF E-FILE DOCUMENTS

Cover Letter:

1 Page

Drawings:

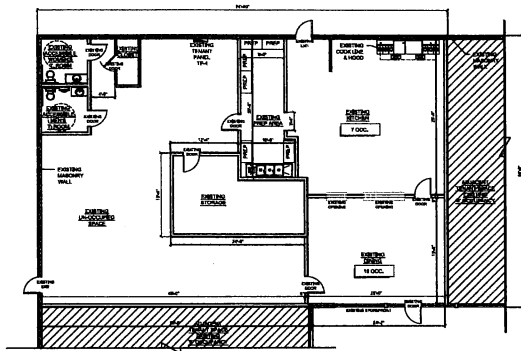
T - Title Sheet / Site Plan / Project Data

A-1.0 - Existing Floor Plan / Expansion Plan / Life Safety Plan

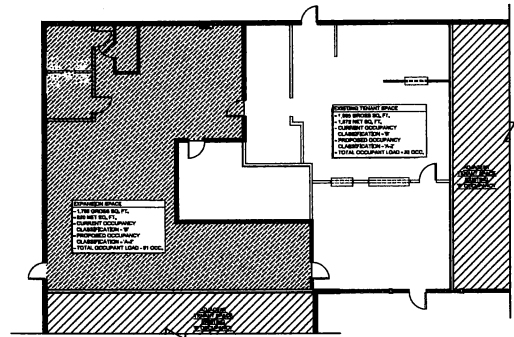
Application For Construction Design Release:

Page 1

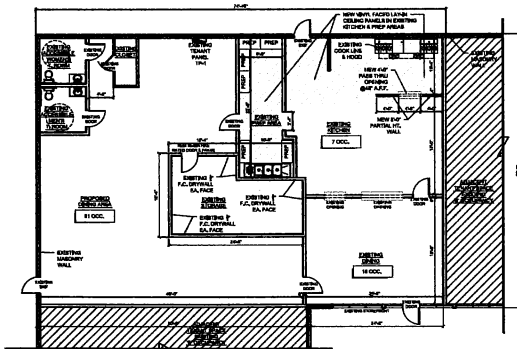
Page 2



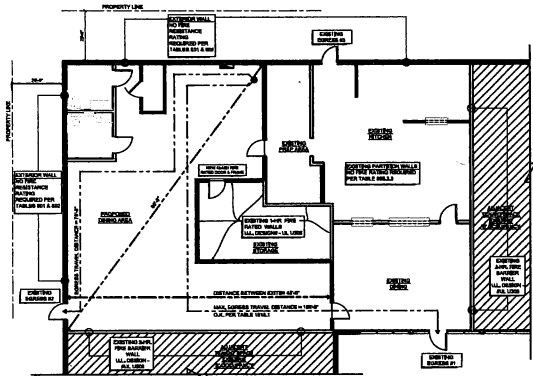
1 EXISTING FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 PROPOSED EXPANSION PLAN
SCALE: 1/8" = 1'-0"



3 PROPOSED FLOOR PLAN
SCALE: 1/8" = 1'-0"



4 LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

INDICATES EXISTING INTERIOR FRAME WALLS
INDICATES EXISTING EXTERIOR FRAME WALLS
INDICATES EXISTING EXTERIOR MAINTENANCE WALLS
INDICATES NEW INTERIOR FRAME WALLS
INDICATES WALLS THAT REQUIRE FIRE RATED GLASS



CROWN CONSULTING, INC.
ARCHITECTURAL & INTERIOR DESIGN
1000 N. 10TH AVENUE, SUITE 100
MERRILLVILLE, IN 46410
TEL: 317.444.1000
WWW.CROWNCONSULTING.COM

TENANT SPACE EXPANSION for
LOS AMIGOS RESTAURANT
860 WEST 61st AVENUE
MERRILLVILLE, IN, 46410



A1.0
FLOOR PLAN,
EXPANSION PLAN, LIFE
SAFETY PLAN & NOTES



APPLICATION FOR CONSTRUCTION DESIGN RELEASE

State Form 37318 (R15 / 1-12)

Approved by State Board of Accounts, 2012

INDIANA DEPARTMENT OF HOMELAND SECURITY
DIVISION OF FIRE AND BUILDING SAFETY
PLAN REVIEW BRANCH
302 West Washington Street, Room E245
Indianapolis, IN 46204
www.in.gov/dhs/2372.htm



INSTRUCTIONS: Please type or print clearly. If multiple design professionals are involved
in the certification process, submit an additional page 1 with the appropriate information.

| | | | |
|---|--------------------------------|---|--|
| Type of application | | | |
| <input checked="" type="checkbox"/> Standard | | <input type="checkbox"/> Partial | |
| <input type="checkbox"/> Foundation Request | | | |
| PROJECT LOCATION (Must Be Complete and Accurate) | | | |
| Name of project Tenant Expansion for Los Amigos Restaurant | | Closest intersecting street or road Harrison Street | |
| Address (site location, number and street) 860 West 61st Avenue | | Suite or floor ----- | Direction FROM intersection TO project <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input checked="" type="checkbox"/> West |
| City Merrillville | County Lake | Is project within city limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Is building State owned? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| OWNER'S CERTIFICATE (Must Be Executed) | | | |
| As owner of the project for which this application is being filed, I hereby certify: 1. the description of use and information contained on this application are correct; 2. the project will be constructed in accordance with the released documents and applicable rules of the Fire Prevention and Building Safety Commission; and 3. any changes to the released documents will be filed with the Indiana Department of Homeland Security, Division of fire and Building Safety, Plan Review Branch. | | | |
| Authorized signature | | Date (month, day, year) 3-26-2014 | |
| Name (typed or printed) Tom Nastof | | Title Owner | |
| Telephone number (219) 988-2082 | Fax number (219) 662-1094 | E-mail address lakewoodtmv@aol.com | |
| Name of owner or business 61st Harrison Plaza, LLC | | Facility use Restaurant | |
| Address (number and street, city, state, and ZIP code) 2511 East Lake Shore Drive, Crown Point, IN 46307 | | | |
| Foundation Requested - I agree to take full responsibility for removing and replacing any construction found, by plan examination or by inspection, to be in violation of the building codes. I further agree not to proceed with above grade construction until the complete building plans and specifications have been reviewed and released by the Indiana Department of Home land Security, Division of Fire and Building Safety, Plan Review Branch. | | | |
| DESIGN PROFESSIONAL CERTIFICATE * (Must Be Executed for all new buildings or additions exceeding 30,000 Gross Cubic feet or any alteration affecting Structural Safety) | | | |
| As the design professional for the project for which this application, plans and specifications are being filed, I hereby certify: 1. I am qualified and competent to design such buildings, structures, and systems and have attached a copy of my current registration card; 2. the plans and specifications filed in conjunction with this application were created by me and / or by my persons under my immediate personal supervision and will comply with all applicable building laws and rules of the Commission; 3. the project data contained on this application are correct and correspond with the plans and specifications to be filed in conjunction with this application; 4. the design professional identified below will inspect the construction covered by this application at appropriate intervals to determine general compliance with the released documents and applicable rules of the Commission and will cause all noted deviations from released documents and code violations to be corrected or notify the owner and authorities having jurisdiction of all specific deviations and code violations; and 5. I affirm under penalty of perjury that the representations contained herein are true and I further understand that providing false information constitutes an act of perjury, which is a Class D Felony punishable by a prison term and a fine of up to \$10,000. | | | |
| Responsibility is for the following systems: <input type="checkbox"/> Site <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Fire Suppression <input type="checkbox"/> Foundation <input type="checkbox"/> All of the above <input type="checkbox"/> Structural <input checked="" type="checkbox"/> Architectural <input type="checkbox"/> Mechanical <input type="checkbox"/> Other | | | |
| Signature | | Date (month, day, year) 3-26-2014 | |
| Name (typed or printed) James F. Keilman | | Indiana registration number AR 19600054 | <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Engineer |
| Telephone number (219) 662-0580 | Fax number (219) 662-1094 | E-mail address rktects@sbcglobal.net | |
| Name of firm (if applicable) R. Keilman Associates, Inc. dba Crown Consulting, LLC | | | |
| Address (number and street, city, state, and ZIP code) 111 1/2 West Joliet Street, Crown Point, IN 46307 | | | |
| Designated inspecting design professional SAME | | Indiana registration number | Telephone number () |

| STANDARD FILING FEE | PROCESSING | PARTIAL | FOUNDATION | INSPECTION | LATE FILING | TOTAL |
|---------------------|------------|---------|------------|------------|-------------|-----------|
| \$ 75.00 | \$ 75.00 | | | | | \$ 150.00 |

PROJECT DATA

Part of State Form 37318 (R15 / 1-12)

FOR OFFICE USE ONLY

SBC project number

Filing date (month, day, year)

INSTRUCTIONS: This page must be completed by the submitter.

Please answer all pertinent questions and use a separate sheet if additional space is required.

DOCUMENTS REQUIRED FOR FILING

1. One Application for Construction Design Release (*original signatures*), together with correct filing fees. (*See fee schedule.*)
2. One complete set of plans and specifications. This set will be returned to the applicant for use at the job site. Additional collated sets may be submitted and returned if stamped sets are needed for other purposes. Please limit the weight of each submitted package to 30 pounds.
 - A. Site plan showing dimensioned location of building to all property lines and to all existing buildings on the property, as well as width of any streets or easements bordering the property.
 - B. Foundation and basement plans and details.
 - C. Dimensioned floor plans for all floors.
 - D. Fire and life safety plan showing graphically or by legend the location and rating of building elements such as area separation walls, smoke barriers, fire-resistive corridor walls, stair enclosures, shaft enclosures and horizontal exits.
 - E. Wall elevations of all exterior walls including adjacent ground elevation.
 - F. Sections and details of walls, floors and roof, showing dimensions, materials, and heat transfer factors (*R-Values*).
 - G. Structural plans and elevations showing size and location of all members, truss designs showing all connection details, and all stress calculations, if specifically requested.
 - H. Room finish schedule showing finishes for walls, ceilings and floors in all rooms, stairways and corridors.
 - I. Door schedule showing material, size, thickness and fire-resistive rating for all doors.
 - J. Construction specifications (*may be on plans for small projects*).
 - K. Electrical plans, diagrams, details of service entrance, and power or lighting information required for energy conservation.
 - L. Plumbing plans showing location of fixtures, risers, drains and piping isometrics.
 - M. Mechanical plans showing location and size of ductwork, equipment, fire dampers and smoke dampers and equipment schedules showing capacity.

| PROJECT DESCRIPTION (Must Be Complete) | | FLOOR AREAS | ESTIMATED COSTS |
|---|---|---|--|
| Scope of work <input type="checkbox"/> New building <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodeling | | Total existing (If applicable) 12,788 Square Feet | |
| Is this construction the result of fire or natural disaster? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Sewer <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> None | Addition (If applicable) ----- Square Feet | Addition (If applicable) \$ ----- |
| Fire suppression system in building <input type="checkbox"/> Full <input type="checkbox"/> Partial <input checked="" type="checkbox"/> None | Detailed suppression system plans / specs <input type="checkbox"/> Provided <input type="checkbox"/> To follow | Remodeled (If applicable) 1,796 Square Feet | Remodeling (If applicable) \$ 20,000.00 |
| If partial, specify where* | Located in flood plain (check county plan commission) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Total building area square feet 12,788 | Total project cost \$ 20,000.00 |
| Building construction type and occupancy classification III-B, Existing A-2, Remodel | Building height (Stories) 1 | Number of buildings this submittal (Describe if necessary) * 1 | Volume cubic feet (Fee category E only) |
| Indiana rehabilitation standard (Chapter 34) used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Evaluation documents provided? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Use of conversion rule (Rule 13) proposed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Does project include: (Check if Yes) <input type="checkbox"/> High pile storage <input type="checkbox"/> Boiler or pressure vessel <input type="checkbox"/> Hazardous or flammable materials storage <input type="checkbox"/> Elevator or lift <input type="checkbox"/> Combustible fibers storage <input type="checkbox"/> Fireworks storage <input type="checkbox"/> Explosives storage | | | |
| Describe proposed use of facility IN DETAIL, including types of flammable or combustible materials stored or handled <div style="text-align: center;">Dine-in Restaurant. See attached Cover Letter.</div> | | | |
| Describe previous or current use of facility IN DETAIL (If existing facility). <div style="text-align: center;">See attached Cover Letter.</div> | | | |
| General comments See attached Cover Letter | | | |
| Number of persons employed (Maximum per shift) 5 | | Number of persons (public) 79 | |

GENERAL INFORMATION

| | | | |
|--|---|---|--|
| Has other work at this location ever been filed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown | | Does project include use of a master plan design release or a factory built modular or mobile structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| What year and month | Previous SBC project number | Name of manufacturer | Master plan / modular number |
| Has construction started? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, has a notice of violation or investigation been issued? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If No, probable construction starting date? (month, day, year) ASAP |

Would you like to reduce your turnaround time?

ELECTRONICALLY FILE YOUR PROJECT WITH STATE OF INDIANA at <http://www.in.gov/dhs/2650.htm>.

This on-line filing is through a secure site, you can use it to submit your project information, pay the fees and upload your project plans.

Use Internet Browser to View this report, other browsers are not compatible to view this report



Indiana Department of Homeland Security
DIVISION OF FIRE & BUILDING SAFETY
PLAN REVIEW DIVISION
402 W. Washington St., Room E245
Indianapolis, IN 46204

CONSTRUCTION DESIGN RELEASE

State Form 41191 (R9/5-98)

Report Printed on: April 4, 2014



Available At Your Local Licence Branch
SUPPORT HOOSIER SAFETY

To: Owner / Architect / Engineer
R Keilman Associates Inc
James F Keilman AR19600054
111 1/2 West Joliet Street
Crown Point IN 46307

Fax & e-mail: 2196621094, rktects@sbcglobal.net

| | | |
|--|--------------------------|--------------|
| Project number | | Release date |
| 370625 | | 04/04/14 |
| Construction type | Occupancy classification | |
| EXST, SPK | A-2, REM | |
| Scope of release | | |
| ARCH | | |
| Type of release | | |
| Standard | | |
| Project name | | |
| Tenant Expansion for Los Amigos Restaurant | | |
| Street address | | |
| 860 West 61st Avenue | | |
| City | County | |
| Merrillville | LAKE | |

The plans, specifications and application submitted for the above referenced project have been reviewed for compliance with the applicable rules of the Fire Prevention and Building Safety Commission. The project is released for construction subject to, but not necessarily limited to, the conditions listed below. THIS IS NOT A BUILDING PERMIT. All required local permits and licenses must be obtained prior to beginning construction work. All construction work must be in full compliance with all applicable State rules. Any changes in the released plans and/or specifications must be filed with and released by this Office before any work is altered. This release may be suspended or revoked if it is determined to be issued in error, in violation of any rules of the Commission or if it is based on incorrect or insufficient information. This release shall expire by limitation, and become null and void, if the work authorized is not commenced within one (1) year from the above date.

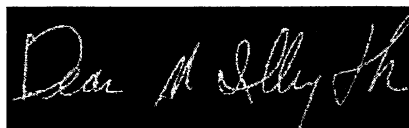

CONDITIONS:

Note (A1A & A1B): In accordance with the affidavit sworn under penalties of perjury in the application for construction design release the plans and specifications filed in conjunction with this project shall comply with all of the applicable rules and laws of Fire Prevention and Building Safety Commission. Providing false information constitutes an act of perjury, which is a Class D felony punishable by a prison term and a fine up to \$10,000.

In accordance with Section 19 of the General Administrative Rules (675 IAC 12-6-19) a complete set of plans and specifications that conform exactly to the design that was released by the office of the state building commissioner shall be maintained on the construction jobsite as well as a copy of the design release.

- 4G0603AE Detailed plans and specifications of the fire suppression system shall be filed with the required application and appropriate fees in accordance with 675 IAC 12-6-3(a), 675 IAC 12-6-7(g)(17), and 675 IAC 13-1-8. (N.F.P.A. 13)
- 4G0412AC No addition or alteration shall cause an existing building, structure, or any part of the permanent heating, ventilating, air conditioning, electrical, plumbing, sanitary, emergency detection, emergency communication, or fire or explosion suppression systems to become unsafe or overloaded under the provisions of the rules of the Commission for new construction in accordance with 675 IAC 12-4-12(c).

Please be advised that if an administrative review of this action is desired, a written petition for review must be filed at the above address with the Fire Prevention and Building Safety Commission identifying the matter for which a review is sought no later than eighteen (18) days from the above stated date, unless the eighteenth day falls on a Saturday, a Sunday, a legal holiday under State statute, or a day in which the Department of Fire and Building Services is closed during normal business hours. In the latter case, the filing deadline will be the first working day thereafter. If you choose to petition, and the before-mentioned procedures are followed, your petition for review will be granted, and an administrative proceeding will be conducted by an administrative law judge of the Fire Prevention and Building Safety Commission. If a petition for review is not filed, this Order will be final, and you must comply with its requirements.

| | |
|--|---|
| Code review official DEL SCHROEDER dschroeder@dhs.in.gov | State Building Commissioner  |
| Address (name, title of local official, street, city, state and ZIP code) PLANNING & BLDG ADMINISTRATOR Dan Brown 9192 Lane Street MERRILLVILLE, IN 46410 Fax & e-mail: 2197369039, dgregor@merrillville.in.gov | State  |

F.E. Moran, Inc., Fire Protection of Northern Illinois



femoran.com

1950 N Griffith Blvd • Suite E • Griffith IN 46319-1042 • (219) 923-2352 Office • (219) 923-2549 Fax

Fax

To: Thomas Nastoff

From: Charles Van Senus

Fax: (219)988-4560

Pages: 6

Phone: (219)988-2082

Date: Thursday, August 28, 2014

Re: Los Amigos

☐ **Urgent**

☐ **For Review**

☐ **Please Comment**

☐ **Please Reply**

☐ **Please Recycle**

Tom,

Attached for your consideration is our Proposal for installing sprinklers in the Los Amigos Banquet Room area. Please don't hesitate to give me a call if you have any questions about our intents.

Sincerely,

Charlie Van Senus

femorran.com

1950 N Griffith Blvd • Suite E • Griffith IN 46319-1042 • (219) 923-2352 Office • (219) 923-2549 Fax

August 28, 2014

PROPOSAL S-11199

Thomas Nastoff
2511 E. Lakeshore Drive
Crown Point, IN 46307

Fax: (219) 988-4560

Re: Los Amigos – Merrillville, IN.
Automatic Fire Suppression System

Tom,

We are pleased to submit for your evaluation this Proposal for the above referenced project prepared per your request based on the information gathered during my site visit on August 26, 2014.

SCOPE OF WORK

This proposal provides for the necessary shop labor, field labor, material, administration, supervision, engineering and commissioning of a wet pipe sprinkler system for fixed protection of the Banquet Hall portion of the Los Amigos restaurant which is located at 860 W. 61st Ave. Beginning at a 4" flanged spigot located in the Banquet Room, F.E. Moran (FEM) shall install a backflow preventer and shotgun riser complete with a main drain, pressure gauge and water flow switch. Downstream of the riser, an overhead piping network shall installed above the suspended ceiling tiles to supply pendent sprinklers which will be located in the suspended ceiling tiles. Additionally, a fire department connection shall be located on the South exterior wall of the building for ease of access by the fire department.

DESIGN CRITERIA

Sprinklers located within the Restrooms and the Banquet Room shall be spaced for Light Hazard Occupancy, which allows for a maximum spacing of 225 sq.ft. per sprinkler. Sprinklers located within Storage Room and the Water Heater Room shall be spaced for Ordinary Hazard Occupancy (Group 1), which allows for a maximum spacing of 130 sq.ft. per sprinkler. Sprinklers shall be of the quick response standard coverage type and are not guaranteed to be located in the exact center or quarter point of ceiling tiles. Hydraulic calculations shall be performed to determine the proper pipe sizes based on the available city water supply, including an exterior hose flow allowance of 250 gpm. The entire system shall be designed in accordance with the applicable NFPA Standards, the Department of Homeland Security and those of the local Authority Having Jurisdiction.

BILL OF MATERIAL

The following is a listing of the major components included in this proposal.

| <i>Quantity</i> | <i>Description</i> |
|-----------------|---|
| 1 | 4" Double Detector Check Backflow Preventer w/Grooved Butterfly Valves & Built-In Tamper Switches |
| 1 | 4" Riser Manifold |



Page 2 of 5

Proposal #: S-11199

| | |
|----|---|
| 27 | Reliable Model F1/FR Chrome Recessed Sprinklers |
| 1 | Lot of Black Pipe, Fittings & Hangers |
| 1 | Submittal/Coordination Drawings |
| 1 | As Built Drawings and O&M Manuals – Electronic Format |

PRICE

Our price for this work is the fixed sum of **TWENTY-THREE THOUSAND ONE HUNDRED DOLLARS & 00/100 (\$23,100.00)**.

SCHEDULE

F.E. Moran estimates that we will require the following durations to complete our Scope Of Work upon receipt of a fully executed subcontract agreement and electronic AutoCAD drawing files:

| | |
|---------------------|---------------------|
| System Design | 3 Weeks |
| Piping Fabrication | 2 Weeks |
| System Installation | 5 Days (2 man crew) |

NOTES

1. The above pricing is based on current material cost and F.E. Moran reserves the right to revise this proposal if not accepted by the purchaser within thirty (30) days.
2. Sales tax is included in this proposal.
3. Freight to the jobsite is included in this proposal.
4. Payment shall be Net 30 days.

THIS PROPOSAL IS SUBJECT TO THE FOLLOWING QUALIFICATIONS, CLARIFICATIONS AND EXCLUSIONS:

1. All field work is based on working five (5) 8-hour days, Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m., not including holidays or as mutually agreed upon.
2. This proposal includes provisions for the submittal of design drawings to the State of Indiana and the local Authority Having Jurisdiction, including associated fees.
3. This proposal is based on a one (1) time mobilization for the completion of our work.
4. This proposal is based on the use of Schedule 40 & Schedule 10 piping.
5. All fittings shall be threaded or grooved type, standard weight, black or factory painted.
6. All sprinkler head locations shall be determined by FEM.
7. This proposal does *not* include provisions for the design, procurement, installation, testing, flushing or chlorination of the underground water supply for the sprinkler system.
8. This proposal does *not* include provisions for Performance & Payment Bonds or a Bid Bond.

24-Hour Emergency Service

1950 N Griffith Blvd • Suite E • Griffith IN 46319-1042 • (219) 923-2352 Office • (219) 923-2549 Fax


www.femorand.com

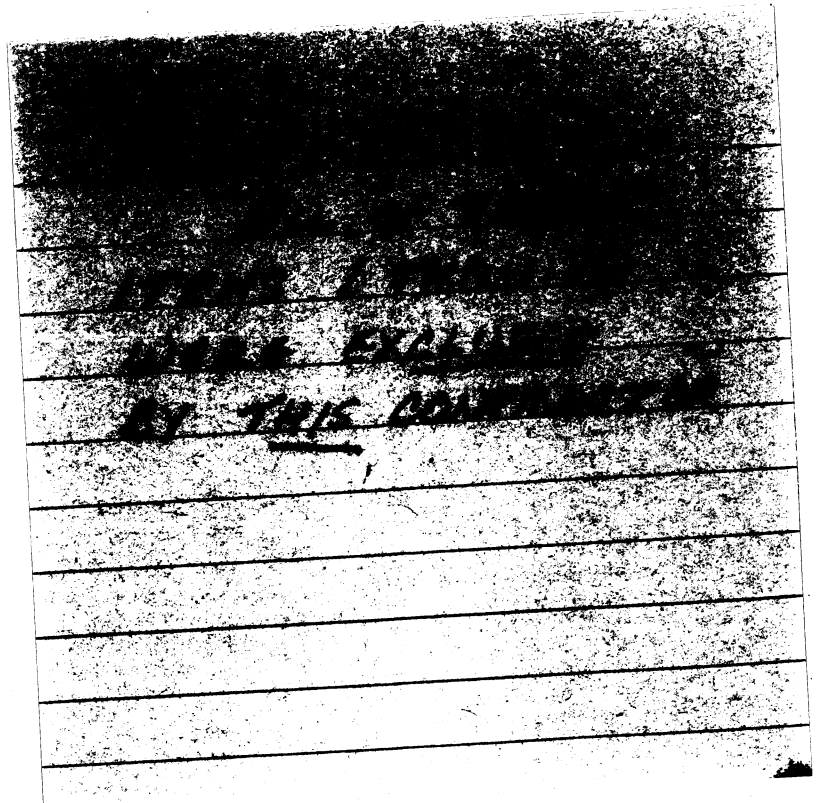
Page 3 of 5

Proposal #: S-11199

9. This proposal does **not** include provisions for the submittal of design drawings to the Owners Insurance Carrier or for design requirements more stringent than those of the National Fire Protection Association.
10. Owner responsible for providing adequate heat (40°F or above) in all areas protected by the wet pipe sprinkler system.
11. This proposal does **not** include provisions for the design, procurement or installation of fire alarm panel, devices, wiring or monitoring of the fire sprinkler system flow switch.
12. This proposal does **not** include provisions for the procurement Fire Extinguishers & Cabinets. .
13. This proposal does **not** include provisions for painting of pipe and fittings where exposed to view.
14. This proposal does **not** include provisions for a job site trailer or toilet facilities.
15. This proposal does **not** include the service of a non-working on-site superintendent. The size of our crew is small, therefore our working foreman shall attend meetings and provide all on-site project coordination. Our Project Manager will be responsible for overall project management.
16. F.E. Moran, Inc., Fire Protection hereby approves the foregoing proposal, including the Terms and Conditions. F.E. Moran, Inc., Fire Protection reserves the right to negotiate mutually agreeable terms and conditions with your firm if a separate form of contract will be issued.

I trust that this proposal meets with your requirements. Should you have any questions or concerns, please contact me at your convenience.

Respectfully submitted,
Charles Van Senus
Sales Representative



24-Hour Emergency Service

1950 N Griffith Blvd • Suite E • Griffith IN 46319-1042 • (219) 923-2352 Office • (219) 923-2549 Fax

F.E. Moran, Inc. Fire Protection of Northern Illinois

GENERAL TERMS AND CONDITIONS

1. **SCOPE:** F.E. Moran, Inc. Fire Protection of Northern Illinois (FPN) agrees to provide the services and or equipment described herein without liability and not as an insurer in a professional and workmanlike manner for the Client listed on page one of this quote. Electronic Monitoring and/or Maintenance Services shall be subject to the execution of a separate agreement.
2. **DELAYS-INTERRUPTION OF SERVICES:** FPN shall not be liable for any delays, however caused, or for interruptions to service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or be any other event beyond the control of FPN.
3. **FPN's LIABILITY/DISCLAIMER OF WARRANTIES:** IT IS UNDERSTOOD THAT FPN IS NOT AN UNSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY THE CLIENT AND THAT THE AMOUNTS PAYABLE TO FPN HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE SUBSCRIBED PROPERTY OR OTHERS LOCATED IN CLIENT'S PREMISES. IT IS INPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OFFPN TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CLIENT DOES NOT DESIRE THAT THIS CONTRACT PROVIDE FULL LIABILITY OF FPN AND AGREES THAT FPN SHALL BE EXEMPT FROM LIABILITY FROM LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO OCCURENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT, THAT IF FPN SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF SERVICES OF EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO \$ 250.00 AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. AS THE EXCLUSIVE REMEDY, THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS INPOSED BY THIS CONTRACT OR FROM NEGLIGENCE ACTIVE OR OTHERWISE, OF FPN, ITS AGENTS OR EMPLOYEES. IF THE CLIENT DESIRES FPN TO ASSUME A GREATER LIABILITY, FPN WILL AMEND THIS AGREEMENT TO ALLOW THE CLIENT TO PAY AN ADDITIONAL ANNUAL AMOUNT NECESSARY TO PURCHASE AN INSURANCE POLICY FOR SUCH GREATER LIABILITY, IF SUCH POLICY IS REASONABLY AVAILABLE. NO SUCH AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY THE CLIENT. FPN AND INSURANCE CARRIER WHICH WILL BE INSURING THE ADDITIONAL LIABILITY. FPN DISCLAIMS ANY WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY USAGE OR FITNESS FOR ANY PARTICULAR PURPOSE.
4. **PAYMENT DELINQUENCY; INTEREST:** In the event any payment due hereunder is more that ten (10) days delinquent, FPN may impose and collect a late payment (interest) charge at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less.
5. **DEFAULT BY CLIENT:** If the client fails to make any payment as agreed herein, or ceases doing business as a going concern, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by Client shall be untrue and unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this agreement shall become immediately due and payable. In the event of such default the Client hereby consents to FPN immediately entering the aforesaid premises or any other premises where the property of said FPN may be located for the purpose of removing the equipment belonging to FPN. Removal of the equipment by FPN shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall FPN be liable for any normal damage caused to the premises by installation or removal of its equipment. Client agrees to pay all costs incurred by FPN in enforcing any payment plus FPN's reasonable attorney's fees.

24-Hour Emergency Service

1950 N Griffith Blvd • Suite E • Griffith IN 46319-1042 • (219) 923-2352 Office • (219) 923-2549 Fax



6. **THIRD PARTY INDEMNIFICATION:** Client agrees to defend, indemnify and hold harmless FPN and its shareholders, directors, officers, employees and agents against any and all third party claims, losses, damages and liabilities, including costs, expenses and attorney fees, asserted against or suffered by FPN, by reason of, arising out of, arising out of, or in any way related to, in whole or in part, any death, sickness, disease, accident, bodily injury, property damage and/or economic loss arising out of Client's acts, omissions or negligence; provided however, Client's duty hereunder shall not arise if such death, sickness, disease, accident, bodily injury, property damage or economic loss is caused by the sole negligence or gross misconduct of FPN.
7. **LIMITED WARRANTY:** In the event that any part of the alarm system becomes defective, or in the event that any repairs are required, FPN agrees to make all repairs and replacement of parts without cost to the Client for a period of ninety (90) days from the date of installation. FPN reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge or wire breaks.
8. **PROPOSAL VALIDITY:** FPN will honor the proposal for a period of 30 days from date of issue. FPN reserves the right to modify the proposal after the 30 day period.

24-Hour Emergency Service

1950 N Griffith Blvd • Suite E • Griffith IN 46319-1042 • (219) 923-2352 Office • (219) 923-2549 Fax

Subj: **Los Amigos**
Date: 9/2/2014 3:27:25 P.M. Central Daylight Time
From: PKistler@valleyfire.com
To: Tnastoff@aol.com

Attached is the quote for the underground water supply and the installation of a wet sprinkler system for the Los Amigos space only. I would figure an additional \$2,000.00 for a fire panel and monitoring. Thanks Pat.

Patrick M. Kistler

Service Sales Manager
Valley Fire Protection Systems
8635 Louisiana Place
Merrillville, IN 46410
Office: (219) 472-0083
Cell: (219) 895-5718
Fax: (219) 750-9428
pkistler@valleyfire.com www.valleyfireindiana.com



9/2/2014

Proposal No. : VFPS-502

By and Between

Valley Fire Protection System
8635 Louisiana Street.
Merrillville, IN 46410
Cell: 219-895-5718
Office: 219-472-0083
Fax: 219-750-9428
pkistler@valleyfire.com

Submitted to: Thomas Nastoff
2511 E. Lakeshore Drive
Crown Point, IN 46307

Phone: 219-988-6206
Fax: 219-988-4560

Services will be provided and the following location(s): **Los Amigos 860 W. 61st Ave Merrillville, IN 46410**

| | | | |
|---|---------------------------------|--|---|
| <input type="checkbox"/> Fire Alarm System | <input type="checkbox"/> Repair | <input type="checkbox"/> Installation | <input type="checkbox"/> Testing & Inspection |
| <input checked="" type="checkbox"/> Fire Sprinkler System | <input type="checkbox"/> Repair | <input checked="" type="checkbox"/> Installation | <input type="checkbox"/> Testing & Inspection |
| <input type="checkbox"/> Non-Water Based | <input type="checkbox"/> Repair | <input type="checkbox"/> Installation | <input type="checkbox"/> Testing & Inspection |
| <input type="checkbox"/> Fire Pump | <input type="checkbox"/> Repair | <input type="checkbox"/> Installation | <input type="checkbox"/> Testing & Inspection |
| <input type="checkbox"/> Backflow Preventer | <input type="checkbox"/> Repair | <input type="checkbox"/> Installation | <input type="checkbox"/> Testing & Inspection |
| <input checked="" type="checkbox"/> Other Underground | <input type="checkbox"/> Repair | <input checked="" type="checkbox"/> Installation | <input type="checkbox"/> Testing & Inspection |

Scope of Work

- CMG Excavating to tie into the existing City water main.
- Install 6" underground piping for a dedicated sprinkler water supply.
- Fill, compact and restore the trenched area. Patch asphalt. Haul away any spoils.
- City permit or tapping fee not included.

\$64,000.00

- Starting at a flanged water supply.
- Install an approved backflow assembly with certification.
- Install a wet sprinkler system to protect the Los Amigos dinning, kitchen and banquet area only. System and piping must be maintained at 40 degrees or higher.
- System will be installed per NFPA for proper sprinkler protection.
- FDC to be installed per the Local Fire Departments location.
- Includes State and City permits.

\$14,500.00

Valley Fire Protection Systems hereby proposes to furnish material and labor during normal business hours (Monday-Friday, 7 am-3:30 pm) in accordance with the above scope of work for the sum of: **See Pricing Above.**

Sincerely;

Paul M. Kistler



9/2/2014
Proposal No. : VFPS-502

Acknowledgement & Acceptance

Any alteration or deviation from the above specifications involving additional costs will be executed only upon written order, and will become an extra charge over the above estimate.

Note: Valley Fire Protection Systems may withdraw this Proposal if not accepted within Thirty (30) days.

Valley Fire Protection Systems shall submit invoices for work performed and payment shall be due within Thirty (30) days of the Invoice Date. Please see attached Terms and Conditions.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified.

Signature: _____

A handwritten signature in black ink, appearing to read "Patrick M. Kistler".

Patrick M. Kistler
Service/Sales Representative

Print Name: _____

Date: ____/____/____

Date: 9 / 2 / 2014

CUSTOMER Purchase Order # _____

CUSTOMER Tax Exempt? ☐ Yes ☐ No If yes, please attach current Tax Exemption Certificate

Billing Address (If different than CUSTOMER)

GENERAL TERMS AND CONDITIONS

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this Contract. No changes or additions hereto shall be binding upon VFPS unless in writing and signed by an authorized representative of VFPS.

PROPOSALS AND CONTRACT

VFPS' proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with VFPS' written consent.

PRICES

In addition to the prices specified herein, Owner shall pay for all extra work requested by Owner or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Owner with respect to location, type of occupancy, or other details or work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Owner's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any, with respect to layout of such facilities now contained in VFPS' engineering records. In the event the layout of Owner's facilities has been altered, or is altered by Owner prior to completion of this Contract, Owner shall advise VFPS of any such alterations, and prices, delivery and completion dates quoted herein shall be changed by VFPS as required because of such alterations. Unless prices are stated by VFPS in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be VFPS' prices in effect at that time.

Owner shall make all payments under this Contract within ten (10) days from the date of invoice (net 10), with VFPS having the right to render invoices on a progress basis for work completed through the date of each such invoice. Owner agrees to pay each such invoice in full as provided above.

TITLE

Title to all parts and materials installed by VFPS in Owner's facilities, regardless of affixation or installation therein, shall not pass to Owner or any other person, firm or corporation, until VFPS receives full payment from Owner.

ESCALATION

If a change in the labor rate or cost of material(s) charged for this type of work occurs during the performance of this Contract, VFPS shall notify Owner in writing of such change and the new labor rate and/or new cost of material(s) shall be applicable to all work performed subsequent to the effective date specified in such notice.

PAYMENT

Owner agrees that payment to VFPS shall not be contingent upon settlement of any insurance claim of Owner. Owner shall be obligated to make the final payment to VFPS under this Contract within ten (10) days after the final billing. Owner shall also be obligated to pay a service charge of 18% per annum on any unpaid amounts from the date

due and owing until paid (provided, however, if such rate is prohibited under applicable law, the rate hereunder on unpaid amounts shall be deemed converted to the maximum rate permitted under applicable law). Owner acknowledges that VFPS has all lien rights available to it under applicable laws for all work performed and for all obligations and liabilities arising under this Contract.

DELAYS

VFPS shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Owner, acts of civil or military authorities, government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, raw material shortages, inability to obtain necessary labor, materials or manufacturing facilities, failure of, or delay in, transportation, defaults of VFPS' subcontractors, failure of, or delay in, furnishing correct or complete information by Owner with respect to location of, or other details or work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of VFPS, whether or not similar to the foregoing. In the event of any delay caused as a result of any of the aforesaid, the completion date hereunder shall be extended on a day for day basis for a period equal to any such delay, and this Contract shall not be void or voidable as a result of such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt by Owner of an invoice from VFPS.

UNFORESEEN OBSTRUCTIONS

If, as part of performing the Contract, VFPS encounters any unforeseen water, quick-sand, rocks, or other unforeseen conditions or if VFPS is required to do any shoring, Owner shall pay for such work as an extra to the contract price any additional work involved at VFPS' prices for such work then in effect.

SITE FACILITIES

Owner shall furnish to VFPS all facilities necessary for the proper performance by VFPS of its work hereunder, which shall include but need not be limited to the following: adequate space for storage and handling of material; sufficient light, water and heat; local telephone service; watchman services; and crane and elevator service, if available. In addition, Owner shall obtain at its sole cost and expense all necessary permits. To the extent a wet pipe system is installed, Owner shall supply and maintain sufficient heat to prevent such system from freezing.

STRUCTURE AND SITE CONDITIONS

In performing its obligations hereunder, VFPS shall not be liable for any loss or damage resulting from or aggravated by the character, condition or use of foundations, walls or other structures or resulting from excavation in proximity thereto, nor for damage resulting from or aggravated by any concealed piping, wiring, fixtures or other

equipment. In addition, VFPS shall not be liable for any loss or damage resulting from or aggravated by the water pressure present at Owner's facilities. Unless otherwise specified in this Contract, Owner shall be solely responsible for all shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder. Owner warrants to VFPS that the structure of its facility is sufficient to support the sprinkler system and its related equipment (including tanks). Owner agrees that it shall prepare and ready its facility for the performance by VFPS of its work hereunder, which shall include but not be limited to making all necessary preparations to other materials, the floor or suitable working base, as well as all necessary connections and facilities for erection at the time VFPS' materials are delivered to Owner's facilities. To the extent Owner fails to so prepare and ready its facility as required herein, Owner shall reimburse VFPS for all costs and expenses incurred by VFPS as a result of such failure. Any failure by Owner to make all necessary areas available to VFPS to enable it to perform its work hereunder in accordance with the agreed-upon schedules shall be considered a failure by Owner of its obligation hereunder to prepare and ready its facility as required herein.

LIMITATIONS OF LIABILITY

VFPS' liability on any claim for loss or liability arising out of or connected with this Contract or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation or use of any materials shall be limited to that set forth in the paragraph entitled "WARRANTY".

WARRANTY

VFPS warrants its workmanship to conform to specifications, plans and drawings agreed in writing to be applicable and to be free from defects according to current industry standards. This warranty and the liability of VFPS hereunder shall be limited to correcting or repairing such portions of its labor and installation which are not in accordance with said specifications, plans or drawings. VFPS' responsibility under this warranty shall expire one (1) year after completion of the work. Owner's sole remedy hereunder is limited to those labor charges required for the adjustment, repair or corrective work, when authorized in writing by VFPS. The warranty provided by VFPS shall be rendered invalid and of no further force and effect to the extent (a) the Owner improperly uses and/or damages the system; and/or (b) Owner and/or any other party (other than VFPS) makes any repairs or adjustments of any kind to the system.

No warranty is given with respect to parts not manufactured by VFPS, however, VFPS will endeavor to obtain warranties from vendor or suppliers in favor of VFPS and its customers. In addition, VFPS does not warrant the operation of the system. Also, Owner assumes full responsibility for the condition of existing equipment and for water or other damage resulting

directly or indirectly from such conditions or application of any testing or flushing pressures.

ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY OBLIGATION OR LIABILITY OF VFPS, WITH RESPECT TO THE IMPLIED WARRANTY OR MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ANY IMPLIED WARRANTY OF FITNESS AND ANY OBLIGATION OR LIABILITY OF VFPS ARISING IN TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF VFPS ARE HEREBY EXCLUDED AND DISCLAIMED. ACTUAL OR IMPUTED LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE WORK THEREON, ANY LIABILITY OF OWNER TO ANY THIRD PARTY OR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED AND DISCLAIMED. NO AGREEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UPON VFPS UNLESS IN WRITING AND SIGNED BY VFPS' DULY AUTHORIZED OFFICER OR REPRESENTATIVE.

THE ABOVE WARRANTY IS THE ONLY WARRANTY GIVEN UNLESS OTHER WARRANTIES ARE ATTACHED AND THEREBY MADE A PART HEREOF.

MODIFICATIONS AND SUBSTITUTIONS
VFPS reserves the right to modify materials of VFPS' design sold hereunder and/or the drawings and specifications relating thereto, or to substitute materials of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Owner.

ASSIGNMENT

Owner shall not assign this Contract without VFPS' prior written consent. Any assignment in violation of this section shall be void. VFPS shall have the unrestricted right to assign this Contract to a related entity, subsidiary or affiliate.

CHANGES, ALTERATIONS AND ADDITIONS

Without the prior written approval of VFPS, Owner shall not be allowed to make any changes, alterations or additions to the work set forth herein or in any applicable plans, specifications or construction schedules for this Contract. Owner agrees that the contract price hereunder shall be adjusted accordingly to account for any such change approved by VFPS hereunder, with the parties agreeing to the new contract price and entering into an amendment to this Contract, prior

SPECIAL CONDITIONS

This Contract does not include any appropriation for possible repairs to the existing wet pipe system in order that it may be tight at the required air pressure. In addition, this Contract does not include any labor or material necessary for rearrangements of lines to insure proper drainage thereof. Owner agrees that any labor or material necessary to make this system tight under the required air pressure and/or to change the drainage on any lines will be charged as an extra to the contract price.

to VFPS undertaking any such work. Notwithstanding the foregoing, if, in an effort to avoid delays, VFPS elects to continue performance of the work prior to the parties reaching agreement as to the new contract price, then Owner shall be deemed to have accepted the new contract price as reasonably estimated by VFPS' Estimating Department. To the extent the price under this Contract is affected by any such amendment, Owner shall be solely responsible for any price increases. Owner acknowledges that the prices under this Contract are based on straight time labor costs and, to the extent any change hereunder requested by Owner requires overtime labor, Owner shall be solely responsible for any such expense.

SPRINKLER TESTING

VFPS will only test new work under high pressure conditions. Any such high pressure tests required on the existing sprinkler system(s) will be done as an extra to the contract price. All work required to make the existing sprinkler system(s) tight or to insure proper drainage of such system(s) will be done as an extra to the contract price. The Owner assumes full responsibility for the condition of the existing sprinkler system(s) and for water or other damage resulting directly or indirectly from such condition or the application of tests of flushing pressures.

APPLICABLE LAW

This Contract shall be interpreted in accordance with the laws of the State of Illinois. If any provision of this Contract is determined to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of the Contract shall not be affected.

WAIVER

Failure by VFPS to assert all or any of its rights upon any breach of this Contract shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any right shall extend to or affect any other right VFPS may possess, nor shall such written waiver extend to any subsequent, similar or dissimilar breach.

PROPRIETARY DATA

Owner agrees that all data provided by VFPS including all information contained in drawings and specifications submitted in connection with this Contract shall be deemed proprietary and that it shall not disclose to others such data and information nor allow such data and information to be used for any purpose except in connection with this Contract, without in each instance the express written consent of VFPS.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in VFPS' technical

specifications and any inconsistencies shall be resolved by VFPS' authorized representative.

OVERTIME

Unless otherwise specified by Owner, VFPS shall perform all installation work during regular working hours. If Owner shall require any overtime labor, Owner agrees to reimburse VFPS for VFPS' then prevailing overtime premium for such labor. If overtime labor is required on an emergency basis, Owner agrees to reimburse VFPS for VFPS' then prevailing overtime premium for such labor.

INCIDENTAL LOSSES

Owner shall be solely responsible for any and all loss or damage from any cause (not the sole fault of the VFPS) to VFPS' materials, tools, equipment, work or workmen while in or about the Owner's facilities.

DEFAULT

In case of any default by Owner, VFPS may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed). In addition, to the extent permitted under applicable law, VFPS may enter Owner's facilities and shut off the water from said system or remove all or any portion of the system. All such remedies of VFPS are cumulative and not exclusive.

Owner agrees to pay all costs and expenses, including reasonable attorneys' fees incurred by VFPS in any action to enforce VFPS' rights hereunder.

Owner shall be deemed to be in default hereunder if (a) Owner fails to pay when due any installment of the contract price (Owner having expressly waived any further requirement of demand for payment); (b) Owner commits any act or omission which prevents VFPS from completing the work hereunder; (c) Any insolvency, bankruptcy or receivership proceedings is commenced against Owner or an assignment for the benefit of creditors is made with respect to Owner; or (d) Owner's facilities (or solely the work hereunder) shall be attached, lien or seized by process of law and such attachment, lien or seizure is not vacated or terminated within ten (10) days.

ENTIRE AGREEMENT

Upon acceptance of this Contract by Owner, the provisions hereof (including the pertinent documents, drawings and specifications applicable hereto) shall constitute the entire Contract between the parties and supercede all prior prices, offers, negotiations and agreements relating to the subject matter hereof.

OSHA AND ASBESTOS

Owner agrees to indemnify and hold harmless VFPS from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596) at Owner's facility, unless said claims, demands or damages are a direct result of causes within the exclusive control of VFPS. In the event that VFPS' employees or others are or may be exposed to asbestos fibers during the performance of this Contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Tests" of any work area for asbestos exposure concentrations, shall be paid by Owner and Owner agrees to indemnify VFPS against all claims, demands, injury or damages arising from such exposure.